

Fill in this information to identify the case:

Debtor 1 JAMES THEISEN

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: District of New Jersey

Case number 19-30999

FILED
JEANNE A. NAUGHTON, CLERK
JAN - 9 2020
U.S. BANKRUPTCY COURT
CAMDEN, N.J.
BY _____ DEPUTY

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

OVATION SALES FINANCE TRUST

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

SERVICE FINANCE CO., LLC

Name

555 S FEDERAL HWY #200

Number Street

BOCA RATON

FL

33432

City

State

ZIP Code

Contact phone 866-254-0497

Contact email _____

Where should payments to the creditor be sent? (if different)

Name

Number

Street

City

State

ZIP Code

Contact phone _____

Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known) _____

Filed on

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 3 6 5 5

7. How much is the claim? \$ 15587.49. Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
MONEY LOANED

9. Is all or part of the claim secured? ☐ No
☒ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☒ Other. Describe: HVAC/PLUMBING
Basis for perfection: RECORDED UCC LIEN
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ 15000.00

Amount of the claim that is secured: \$ 15587.49

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ 8543.58

Annual Interest Rate (when case was filed) 16.99 %

☒ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(6).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Service Finance Company, LLC AS Attorney in Fact
for Ovation Sales Finance Trust by
12/30/19

Ian Berch, COO

Print the name of the person who is completing and signing this claim:

Name IAN BERCH
First name Middle name Last name

Title COO

Company SERVICE FINANCE CO., LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 555 S FEDERAL HWY #200
Number Street

BOCA RATON FL 33432

City State ZIP Code

Contact phone 866-254-0497 Email

(12/15)

Part 1: Mortgage and Case Information	Part 2: Total Debt Calculation	Part 3: Arrearage as of Date of the Petition	Part 4: Monthly Mortgage Payment
Case number: <u>19-30999</u>	Principal balance: <u>10,000.00</u>	Principal & interest due: <u>8451.58</u>	Principal & interest: <u>222.41</u>
Debtor 1: <u>James Thiesen</u>	Interest due: <u>5495.49</u>	Prepetition fees due: <u>92.00</u>	Monthly escrow: <u>0</u>
Debtor 2: _____	Fees, costs due: <u>92.00</u>	Escrow deficiency for funds advanced: <u>0</u>	Private mortgage insurance: <u>0</u>
Last 4 digits to identify: <u>3655</u>	Escrow deficiency for funds advanced: <u>0</u>	Projected escrow shortage: <u>0</u>	Total monthly payment: <u>222.41</u>
Creditor: <u>ovation sales Finance Trust</u>	Less total funds on hand: <u>0</u>	Less funds on hand: <u>0</u>	
Servicer: <u>Servia Finance Co LLC</u>	Total debt: <u>15587.49</u>	Total prepetition arrearage: <u>8543.58</u>	
Fixed accrual/daily simple interest/other: <u>fixed</u>			

[illegible]

Home Improvement Retail Installment Contract

Seller Name and Address	Buyer(s) Name(s) and Address(es)	Summary
Horizon Services Inc 320 CENTURY BLVD WILMINGTON, DE 19808-6270	JAMES E THEISEN 903 NORTHWOOD AVE CHERRY HILL, NJ 08002	No. 3655 Date 07/29/16

"We" and "us" mean the Seller above, its successors and assigns.

"You" and "your" mean each Buyer signing below, jointly and individually.

Truth-In-Lending Disclosure

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
16.990 %	\$ 6013.52	\$ 10000.00	\$ 16013.52	\$ 5000.00 \$ 21013.52

Payment Schedule. Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
72	\$ 222.41	Monthly, beginning 30 days after the contract is assigned to a financial institution
	\$	
	\$	

Security. You are giving us a security interest in

- ☒ the Goods purchased.
☐ the following described personal property

Prepayment. If you pay off this Contract early, you ☐ may ☒ will not have to pay a penalty.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

* means estimate

Sales Agreement

Sale. You agree to purchase from us the goods and/or services described below according to the terms of this Contract. The term "Contract" means this document and any separate document which secures this Contract.

Description of Goods and/or Services Purchased HVAC - PLUMBING

Description of Other Collateral (Not household goods)

☐ **Service Contract.** With your purchase of the Goods, you agree to purchase a Service Contract to cover N/A
This Service Contract will be in effect for

Promise To Pay and Payment Terms. You promise to pay us the principal amount of \$ 10000.00, plus interest on the unpaid balance at the rate of 16.990 % per year until this Contract is paid in full. Interest will begin to accrue on the date contract is assigned to a financial institution

You agree to pay this Contract according to the payment schedule shown in the Truth-In-Lending Disclosure. You also agree to pay any additional amounts according to the terms of this Contract.

Down Payment. You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the Itemization of Amount Financed.

☐ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

☐ **Prepayment Penalty.** You agree to pay a penalty of \$ if you pay this Contract in full within 12 months after the first scheduled payment.

Assignment

This Contract is assigned to Assignee (identify):

Service Finance Co. LLC.

555 S Federal Hwy #200, Boca Raton FL 33432

This assignment is made under the terms of a separate agreement made between the Seller and Assignee.

Itemization of Amount Financed

Goods and/or Services Price (not including sales tax)	\$	15000.00
Service Contract, Paid to:		
N/A	*	\$ 0.00
1. Cash Price	\$	15000.00
Manufacturer's Rebate	\$	0.00
Cash Down Payment	\$	5000.00
Deferred Down Payment	\$	0.00
2. Subtotal	\$	5000.00
Trade-In Allowance	\$	0.00
Less: Amount Owning		
To: N/A	\$	0.00
3. Net Trade-In	\$	0.00
4. Total Down Payment (line 2 plus line 3)	\$	5000.00
Sales tax: Cash Price minus Trade-in equals Adjusted Cash Price	\$	
for 5. Sales Tax	\$	
6. Unpaid Balance of Cash Price (line 1 minus line 4 plus line 5.)	\$	10000.00
Fees Paid to Others:		
Paid to Public Officials - Filing Fees Only	\$	0.00
Paid to Public Officials - Other than Filing Fees	\$	0.00
Insurance Premiums*	\$	0.00
To: Title Services	\$	0.00
To: Credit Investigation	\$	0.00
To: Title Search	\$	0.00
To: N/A	\$	0.00
To: N/A	\$	0.00
7. Subtotal (line 6 plus all Fees Paid to Others)	\$	10000.00
8. Prepaid Finance Charges	\$	0.00
Amount Financed (line 7 minus line 8)	\$	10000.00

*We may retain or receive a portion of this amount.

Insurance Disclosures

Credit Insurance. Credit life, credit accident and health (disability), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life

☐ Single ☐ Joint ☒ None

Premium \$ Term

Insured

Credit Disability

☐ Single ☐ Joint ☒ None

Premium \$ Term

Insured

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

JAMES E THEISEN

DOB

DOB

DOB

DOB

Property Insurance. You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The deductible amount of this insurance may not exceed

\$ 0.00. We do not offer liability insurance coverage for bodily injury and/or property damage.

Other Insurance Disclosures. Workmen's Compensation Insurance is applicable to this project. ☐ It is carried by us. ☐ It is not carried by us.

☐ We qualify as self insured.

Public Liability Insurance is applicable to this project and is carried by us.

Additional Terms of the Sales Agreement

Prepayment. You may prepay this Contract in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until you pay in full.

You may obtain from us, or the insurance company named in your policy (or certificate of insurance), a refund of any unearned insurance premiums.

General Terms. You agreed to purchase the Goods and services over time. We assume in the disclosure of the Total Sale Price that you will make all payments on time. The actual amount you will pay may be more or less depending on your payment record.

We do not intend to charge or collect any interest or fee, that is more than state or federal law allows. If we collect any amount over what the law allows, we will apply the excess first to the principal balance, and we will refund any excess if you have paid this Contract in full.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

If any provision of this Contract is not enforceable, this Contract will remain enforceable without such provision. If we agree with you to any exceptions to the promises or assurances in this printed Contract, such agreement must be in writing and signed by us.

You agree that the law of New Jersey will govern this transaction. Federal law may also apply.

Default. You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

1. You fail to make a payment in full when it is due.
2. You fail to perform any obligation that you have undertaken in this Contract (which includes doing something you have agreed not to do).

3. You make any written statement or provide any financial information that is untrue or misleading at the time you gave it to us.

If you are in default on a payment for 10 days, you agree to pay our reasonable attorneys' fees upon referral to an attorney who is not a salaried employee of ours, plus court costs and expenses for retaking and storing repossessed goods which are authorized by law.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

Remedies. If you are in default on this Contract, we have all of the remedies provided by law, this Contract, any separate personal property security agreement, and any separate real estate mortgage. These include (see the exceptions at the end):

1. We can require you to pay us all the principal you owe us, including the amount that would have been due in the future, plus interest.
2. We can, but need not, pay taxes, fees, expenses, or charges on the Property that you fail to pay. We can then collect such payments from you immediately, and such amount will earn interest at the rate on this Contract.
3. We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
4. We may immediately take possession of the Property if we do so lawfully. We may then sell the Property and apply what we receive to our reasonable expenses and then toward your obligations.
5. Except when prohibited by law, we may sue you for additional amounts if the amount we get from a sale does not pay all you owe us.

Paragraphs 3. and 4. do not apply to any land which may secure this Contract.

By choosing any one or more of these rights, we do not give up our right to later use another one. If we decide to ignore something you do (or fail to do) which is a default under this Contract, we may later treat that type of event to be a default.

If we take Property that secures payment of this Contract, we must send you notice of our intention to sell it. You agree that 10 days notice mailed to you at your address on page 1 of this Contract is reasonable. (When land is the security, other rules apply.)

If the U.S. Department of Housing and Urban Development insures this Contract under its Title 1 Property Improvement Loan Regulations, our right to make you pay off the entire Contract is subject to the limitations of those regulations.

You agree that, subject to your right to recover such property, we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above.

Independent Responsibility. Each of you who signs this Contract is independently responsible to pay it and to keep the other promises. This is true even if:

1. Someone else has also signed it.
2. We release or do not try to collect from another who is also responsible to pay this Contract.
3. We release any security or do not try to take back any Property.
4. We give up any other rights we may have.
5. We extend new credit or renew this Contract.

Warranties. We will provide any warranty information to you separately.

Waiver. To the extent permitted by law, you agree to give up your rights to require us to do certain things. You do not require us to:

1. demand payment of amounts due;
2. give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time or manner; or,
3. give notice that we intend to make, or are making, this Contract immediately due.

Security Agreement

Security. In this Contract, the term "Property" refers to any collateral which secures this Contract, whether by this or separate form, as indicated immediately below.

☒ You give us a security interest in the goods (Goods) and in any other collateral described above, plus all accessions to such Property.

Additional Security. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

Ownership and Duties Toward Property. If you give us a security interest or a real estate mortgage in Property, you agree to the following:

1. You will defend our interests in the Property against claims made by anyone else. You will do whatever is necessary to keep our claim to the Property valid.
2. The security interest you are giving us in the Property comes ahead of the claim of any other creditor. You agree to sign any additional documents or provide us with any additional information we may require to keep the priority of our claim to the Property. You will not do anything to change our interest in the Property.
3. You will keep the Property in your possession, in good condition, and at the address listed on page 1 of this Contract. You will use the Property for its intended and lawful purposes.
4. You will not try to sell or transfer any rights in the Property.
5. You will pay all taxes, fees, and expenses on the Property when due.
6. You will notify us of any loss or damage to the Property. You will provide us reasonable access to the Property for the purpose of inspection.

Insurance. If you secure this Contract with Property, you must insure the Property against loss and physical damage. You must arrange for the insurance company to name us on the policy as the first to be paid in the event of a loss. If a benefit paid to us does not pay off this Contract, you remain responsible for the balance. You will keep the insurance in effect until you pay this Contract in full.

If you do not keep these promises, we may buy insurance to protect our interest in the Property. The insurance we buy may include coverages beyond those we require you to buy, and may be from a company you might not choose. The rate we pay may be higher than what you might have to pay if you buy it yourself. We will add the premium to the amount you owe us, and you must pay interest on the amount at the contract rate, though we may require you to pay us immediately.

Notices

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

[This area intentionally left blank.]

Signatures

NOTICE TO OWNER

Do not sign this contract in blank.

You are entitled to a copy of the contract at the time you sign.

Keep it to protect your legal rights.

Do not sign any completion certificate or agreement stating that you are satisfied with the entire project before this project is complete. Home repair contractors are prohibited by law from requesting or accepting a certificate of completion signed by the owner prior to the actual completion of the work to be performed under the home repair contract.

BY SIGNING BELOW BUYER AGREES TO THE TERMS ON ALL PAGES OF THIS CONTRACT AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

Buyer

James E Theisen

7/29/2016 10:09:32 AM ET
70.215.86.137

JAMES E THEISEN

Date

Date

Date

Date

Print buyer's address below signature if other than shown on page 1.

Seller

Tyria Forward

8/9/2016 11:14:54 AM ET
216.178.85.242

Horizon Services Inc

Date

Our License, Reference, or Certificate Number:

DISBURSEMENT DATE: _____ (This date is for Title 1 HUD insurance purposes and Seller may fill in this date after the Buyer signs it to reflect the actual disbursement date. It may appear only on the original form.)

ALLONGE

This Allonge is attached to and made a part of the Retail Installment Contract ("RIC"),
dated as of 07/29/2016
made by individual(s) JAMES E THEISEN
residing at 903 NORTHWOOD AVE, CHERRY HILL, NJ 08002
in the original principal amount of \$ \$10,000.00

The undersigned hereby assigns, transfers and endorses the RIC to the order of **SERVICE
FINANCE COMPANY, LLC** ("Buyer") its successors and/or assigns, without recourse.

Horizon Services Inc

By: *Tyria Forward*

Name: 8/9/2016 11:14:36 AM ET
216.178.85.242

ALLONGE

This Allonge is attached to and made a part of the Retail Installment Contract("RIC"), dated as of 07/29/16 made by individual(s) JAMES E THEISEN residing at 903 NORTHWOOD AVE, CHERRY HILL NJ 08002 in the original principal amount of \$10,000.00.

The undersigned hereby assigns, transfers and endorses the RIC to the order of OVATION SALES FINANCE TRUST ("Buyer") its successors and/or assigns, without recourse.

SERVICE FINANCE COMPANY, LLC

08/11/16



By: _____

Name: Ian M. Berch

Title: Chief Operations Officer



CAMDEN COUNTY, NJ
CAMDEN COUNTY CLERK'S OFFICE
UCC AMEND-OR BDDK 10542 PG 807
RECORDED 12/13/2016 15:11:41
FILE NUMBER 2016097811
RCPT #: 1833670; RECD BY: AW15
RECORDING FEES \$25.00
MARGINAL NOTATION

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 37724 - OVATION SALES	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	56748922 NJNJ FIXTURE

File with: Camden, NJ

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2016086112 BK-10513 PG-658 11/2/2016 CC NJ Camden	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment/Assignment (Form UCC3Ad) and provide Debtor's name in item 13
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement	
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8	
4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law	
5. <input checked="" type="checkbox"/> PARTY INFORMATION CHANGE: Check one of these two boxes: <input type="checkbox"/> Debtor or <input checked="" type="checkbox"/> Secured Party of record AND Check one of these three boxes to: <input checked="" type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, and item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b	
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)	
6a. ORGANIZATION'S NAME OVATION SALES FINANCE, LLC	
OR	6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) INITIAL(S) SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name)	
7a. ORGANIZATION'S NAME OVATION SALES FINANCE TRUST	
OR	7b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S) SUFFIX
7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY 805 LAS CIMAS PKWY AUSTIN TX 78746 USA	
8. <input type="checkbox"/> COLLATERAL CHANGE: Also check one of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:	

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
OVATION SALES FINANCE, LLC

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

2016086112 BK-10513 PG-658 11/2/2016 CC NJ Camden

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

Ovation Sales Finance, LLC

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME

OR

13b. INDIVIDUAL'S SURNAME

THEISEN

FIRST PERSONAL NAME

JAMES

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:

THEISEN, JAMES - 903 NORTHWOOD AVE, CHERRY HILL, NJ 08002

Secured Party Name and Address:

Ovation Sales Finance Trust - 805 LAS CIMAS PKWY, AUSTIN, TX 78746

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(If Debtor does not have a record interest):

17. Description of real estate:

PARCEL#: 09 00092-01-00013

THEISEN
903 NORTHWOOD AVE
CHERRY HILL NJ 08002

Sale Date: 04/29/15

Book: 10271

Page: 1825

Debtor: THEISEN, JAMES

Exhibit for Real Estate

17. Description of real estate: Continued

BLOCK 92.01
LOT 13



PLUMBING • HEATING • AIR-CONDITIONING

UNDERGROUND UTILITY CONTRACT

17 Roland Avenue • Mount Laurel, NJ 08054
Burlington County (609) 326-6500 • Camden County (856) 726-0100
Gloucester County (856) 202-8300
HorizonServices.com

Customer Name: Jim & Karen Start Date: 7/28/16 Est. Completion Date: 8/8/16
Address: 101 Appleton Ave City, State, Zip Code: Cherry Hill NJ 08002
Phone (H): 609 278 0892 Phone (W): 609 432 7665 Cell: 609 278 0892 Email: Jim@horizonservices.com

Job Scope

- ☐ Water Service ☐ Machine Dig ☐ Underground Trenchless ☐ Lining Method
☒ Sewer Service ☐ Hand Dig ☐ Repair / Trap Replacement ☐ Inside Work

Installation

1. Depth: 3' Length: 3' Material: PVC 3. Private Utilities: ☐ Yes ☒ No
2. Utilities: ☐ Underground ☐ Above Ground 4. Plan if unable to pull:
5. Interior Excavation? ☒ Yes ☐ No
6. Area Clear? ☒ Yes ☐ No
7. Marked Outside? ☐ Yes ☒ No
8. Marked Inside? ☒ Yes ☐ No
9. All permits & inspection included ☒ Yes
10. Special Conditions:
11. Needs Removal: root over pipe
12. Outside Contractor Needed:

Job Notes: Will replace sewer in the basement under the floor in the back of the basement to the front of the basement then will install a cleanout to the front yard with basement clean line on the service to the sewer. If more work needed please call so the price will change.
Will dig to basement and sewer pipe in the basement.

Miscellaneous Adds

- ☐ Concrete Saw Rental ☐ Extra Tarps / Plywood ☐ Extra Inspection / Back Fill ☐ Black Top Repair
☐ Bad Sewer in Stone ☐ Shoring / Safety Box ☐ Jetting (Liner Applications) ☐ Concrete Repair
☐ Jack Hammer Rental ☐ Traffic Control ☐ Collapse An Existing Septic Tank

Warranty

- ☒ 1 Year Material / Piping Warranty
☐ 1 Year Labor Warranty
☐ 2 Year Structural Warranty

I understand and agree to the terms, conditions, and exclusions on the reverse side of this contract.

Jim & Karen
Signature of Customer

Terms

1. Option 1: Flat Fee \$1,000
2. Option 2: Hourly Rate \$150/hr Plat # 1/9/16

As the owner of the above described property, I have read and understand the terms of this contract and agree to the terms of this contract.

Approved: Jim & Karen Date: 7/28/16

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YOU THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO THE START OF THE WORK. THE DATE OF THIS TRANSACTION SEE THE DATE OF CANCELLATION FOR AN EXPLANATION.

Account History Summary

Page 1

For Loan 1003655; Loan Date To Use Curr Date

Contact Number: 1003655

Group: NR OSF

JAMES E THEISEN

Loan Number: 1003655

Class 1: Unsec Std - 1699 BD

903 NORTHWOOD AVE

Name: THEISEN JAMES E

Class 2: Aug 2016

CHERRY HILL NJ 08002

Status: ACTIVE

Officer: SFC NLS Webservice

Dealer: 1700

Commitment:

Horizon Services Inc

Payoff Balance as of 12/30/2019 = \$15,848.16

Effective Date	Transaction Amount	Principal	Interest	Fees	Late Charges	Others	Principal Balance
08/11/2016	10,000.00	10,000.00					10,000.00
10/19/2016	92.00					92.00	10,000.00
Totals		10,000.00	0.00	0.00	0.00	92.00	

Limited Power of Attorney

Ovation Sales Finance Trust ("Ovation"), of 805 Las Cimas Parkway, Suite 350, Austin, TX 78746, hereby appoints Service Finance Company, LLC ("Servicer"), of 555 South Federal Highway, Suite 200, Boca Raton, FL 33432, as Attorney-in-Fact, by and through any officer appointed by the Board of Directors of Servicer, to do all things necessary to preserve the interests of Ovation in the bankrupt estate of any Obligor of a retail installment contract purchased by Ovation from Servicer, including, but not limited to: the preparation and filing of Proof of Claim and any other documents required by the Bankruptcy Court having jurisdiction over the bankrupt estate all pursuant to and governed by the terms and conditions of that certain Servicing Agreement by and Between Ovation and Servicer dated as of July 29, 2016 as amended, modified, supplemented or restated from time to time: provided, however, that Servicer shall not be authorized to accept payment from the bankrupt estate with respect to any claim filed on behalf of Ovation without the express written consent of Ovation.

Ovation grants Servicer full authority to act in any reasonable and necessary manner for the purpose of exercising the above-stated powers. Ovation further ratifies all acts lawfully performed by Servicer in exercising those powers.

This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain Retail Installment Contracts purchased by Ovation pursuant to that certain Master Loan Purchase Agreement by and between Ovation and Service Finance Company, LLC dated as of July 29, 2016 as amended, modified, supplemented or restated from time to time.

IN WITNESS THEREOF, the undersigned has executed this Limited Power of Attorney as of November 1, 2016.

(NO CORPORATE SEAL)

State of Texas)
)
County of)

Ovation Sales Finance Trust

By: [Signature]
Name: Michael Rovner
Title: Authorized Officer

On this 1st day of November, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael Rovner, as Manager of Ovation Sales Finance Trust, Delaware Statutory Trust. He/she is personally known to me or has produced _____ as identification, and he/she acknowledged to me that Ovation Sales Finance Trust has the authority to execute this Limited Power of Attorney.



Signature: [Signature]

My commission Expires: 3/22/2017